

3/25/2021

JULIA C. DUDLEY, CLERK

BY: s/ A. Little
DEPUTY CLERKIN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Lynchburg Division

BENJAMIN CROSSWHITE)

Plaintiff,)

v.)

THOMSON REUTERS CORP.)

Defendant.)
_____)Civil Action No. 6:21CV00015**TRIAL BY JURY
IS DEMANDED****COMPLAINT**

Plaintiff, Benjamin Crosswhite, by counsel, files the following Complaint against defendant, Thomson Reuters Corporation (“Reuters”).

Plaintiff seeks (a) compensatory damages and punitive damages in the sum of **\$9,350,000.00**, (b) prejudgment interest on the principal sum awarded by the Jury from August 27, 2019 until the date Judgment is entered pursuant to § 8.01-382 of the Virginia Code (1950), as amended (the “Code”), and (c) costs incurred – arising out of Reuters’ defamation.

I. INTRODUCTION

1. “Freedom of the press under the First Amendment does not include absolute license to destroy lives or careers.” *Curtis Pub. Co. v. Butts*, 388 U.S. 130, 170 (1967) (Warren, C.J., Concurring). The press has no “special immunity from the application of general laws”, nor does it have a “special privilege to invade the rights and liberties of others.” *Branzburg v. Hayes*, 408 U.S. 665, 684 (1972). It is settled in

Virginia that the press has no right to “invent facts” or to “comment on the facts so invented” and, thereby, convince readers that the invented facts are true. Simply put:

“[L]iberty of the press is not license, and newspapers have no privilege to publish falsehoods or to defame under the guise of giving the news. It is held that the press occupies no better position than private persons publishing the same matter; that it is subject to the law, and if it defames it must answer for it.”

Williams Printing Co. v. Saunders, 113 Va. 156, 73 S.E. 472, 477 (1912) (numerous citations and quotations omitted); *Dexter v. Spear*, 7 F. Cas. 624-625 (1st Cir. 1825) (Story, J.) (“No man has a right to state of another that which is false and injurious to him. A fortiori no man has a right to give it a wider and more mischievous range by publishing it in a newspaper. The liberty of speech, or of the press, has nothing to do with this subject. They are not endangered by the punishment of libellous publications. The liberty of speech and the liberty of the press do not authorize malicious and injurious defamation. There can be no right in printers, any more than in other persons, to do wrong.”).

2. “The increased power of the press is so dangerous today because we are very close to one-party control of these institutions.” *Tah v. Global Witness Publishing, Inc.*, 2021 WL 1045202, * 17 (D.C. Cir. Mar. 19, 2021) (Silberman, J., Dissenting). The bias against the Republican Party—and all those associated with it—is “rather shocking”. “Two of the three most influential papers (at least historically), *The New York Times* and *The Washington Post*, are virtually Democratic Party broadsheets.” *Id.* The orientation of these papers is followed by *The Associated Press* and most large papers across the country, including Reuters. “Nearly all television—network and cable—is a Democratic Party trumpet.” *Id.*

3. The common law of libel protects a fundamental interest: an individual's "absolute" right to personal security including his right to an unimpaired reputation. *Fuller v. Edwards*, 180 Va. 191, 198, 22 S.E.2d 26 (1942) ("[o]ne's right to an unimpaired limb and to an unimpaired reputation are, in each instance, absolute and has been since common law governed England. Indeed, an impaired reputation is at times more disastrous than a broken leg."). The law of defamation guards the reputations of private individuals and public figures, just as it protects the reputations of every Judge on every Court. *Rosenblatt v. Baer*, 383 U.S. 75, 92-93 (1966) ("Society has a pervasive and strong interest in preventing and redressing attacks upon reputation.' The right of a man to the protection of his own reputation from unjustified invasion and wrongful hurt reflects no more than our basic concept of the essential dignity and worth of every human being—a concept at the root of any decent system of ordered liberty ... Surely if the 1950's taught us anything, they taught us that the poisonous atmosphere of the easy lie can infect and degrade a whole society."). The law of defamation protects us from lies and misinformation circulated by an unscrupulous media, *see, e.g., Sprouse v. Clay Communications, Inc.*, 158 W. Va. 427, 211 S.E.2d 674 (W. Va. 1975) (two weeks before gubernatorial election, newspaper foreswore its role as an impartial reporter of facts and joined with political partisans in an overall plan or scheme to discredit the character of a political candidate by publishing a series of articles that raised an implication of wrongdoing by the candidate in connection with certain real estate transactions) – a media with an axe to grind, whose goal is to "sensationalize" the news for self-glory and profit and to advance the agendas of the Democratic Party. *Tomblin v. WCHS-TV8*, 2011 WL 1789770, at * 5 (4th Cir. 2011) (unpublished) ("on the question of whether WCHS-

TV8 deliberately or recklessly conveyed a false message to sensationalize the news and thus to provide factual support for a finding of malice, there are disputed facts”).¹

4. The Ninth Commandment states, “*Thou shalt not bear false witness against thy neighbour*”. *Exodus 20:16*. This is a case about corrupt media attacks on a successful Virginia businessman. Plaintiff brings this action to recover money damages for the loss of business, insult, embarrassment, humiliation, mental suffering, anguish, and injury to his name and professional reputation caused by Reuters’ defamation.

II. JURISDICTION AND VENUE

5. The United States District Court for the Western District of Virginia has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332. The parties are citizens of different States, and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

6. Reuters is at home in Virginia. It is subject to the Court’s general jurisdiction. It transacts continuous and systematic business in Virginia. It committed multiple acts of defamation in whole or part in Virginia. Reuters has minimum contacts with Virginia such that the exercise of personal jurisdiction over it comports with traditional notions of fair play and substantial justice and is consistent with the Due

¹ “The First Amendment guarantees a free press to foster a vibrant trade in ideas. But a biased press can distort the marketplace. And when the media has proven its willingness—if not eagerness—to so distort, it is a profound mistake to stand by unjustified legal rules that serve only to enhance the press’ power.” *Tah*, 2021 WL 1045205 at * 18 (Silberman, J., Dissenting); *see also Dun & Bradstreet, Inc. v. Greenmoss Builders, Inc.*, 472 U.S. 749, 767 (1985) (White., J., Concurring) (“First Amendment values are not at all served by circulating false statements of fact about public officials. On the contrary, erroneous information frustrates these values. They are even more disserved when the statements falsely impugn the honesty of those men and women and hence lessen the confidence in government.”).

Process clause of the United States Constitution. *Calder v. Jones*, 465 U.S. 783 (1984); *Keeton v. Hustler Magazine, Inc.*, 465 U.S. 770 (1984).

7. Venue is proper in the Lynchburg Division of the United States District Court for the Western District of Virginia pursuant to Title 28 U.S.C. §§ 1391(b)(1) and 1391(b)(2).

III. PARTIES

8. Ben Crosswhite is a personal trainer and businessman who lives and works in Lynchburg, Virginia. He owns and operates Crosswhite Athletic Club. He is 33 years old and married to his wife of 8 years while being a devoted Christian and father of two. Ben attended Liberty University and fell in love with Lynchburg, where he now operates under his Christian values which are to love everyone and train anyone no matter their circumstance, difficulties or differences. His reputation for honesty, ethics, integrity and morality are peculiarly valuable to him and absolutely necessary in his practice and profession. Until Reuters published the false and defamatory statements at issue in this case, Ben enjoyed an untarnished reputation as a personal trainer and businessman.

9. Defendant, Reuters, is a Canadian corporation headquartered in Toronto, Canada, with offices worldwide. Reuters is a multinational information technology and multimedia conglomerate. Reuters is the world's largest international multimedia news provider, reaching billions of people every day. It operates a digital platform, www.reuters.com, and supplies content to consumers in Virginia through a network of journalists and editors. Reuters boasts that 33,000,000 people visit its website each month. [<https://www.thomsonreuters.com/content/dam/openweb/documents/pdf/reuters->

[news-agency/fact-sheet/reuters-fact-sheet.pdf](#)]. In addition to its massive online presence, Reuters operates a Twitter account with 23,200,000 followers, a Facebook page with 5,279,000 followers, and a YouTube channel with 827,000 subscribers. Reuters exploits social media to spread its content to the entire World. In 2020, Reuters generated \$5,984,000,000 in revenue and \$1,929,000,000 in operating profit.

IV. STATEMENT OF THE FACTS

10. Two of Ben's private clients were Jerry Falwell, Jr. ("Falwell"), the controversial former President of Liberty University, and his wife Becki Falwell.

11. Mr. Falwell was a prominent evangelical leader and supporter of President Donald Trump.

12. In 2019 and 2020, Falwell was the subject of multiple hit pieces by Reuters. Reuters' smear campaign against Falwell spilled over onto Plaintiff.

13. On August 27, 2019, Reuters published an online article written by Aram Roston and Joshua Schneyer, entitled "**Exclusive: Falwell steered Liberty University land deal benefiting his personal trainer**". [<https://www.reuters.com/article/us-usa-falwell-trainer-exclusive/exclusive-falwell-steered-liberty-university-land-deal-benefiting-his-personal-trainer-idUSKCN1VH283>] (the "August Article")].

14. On September 12, 2019, Reuters published another online article written by Aram Roston and Joshua Schneyer, this one entitled "**Exclusive: Falwell blasted Liberty student as 'retarded,' police chief as 'half-wit' in emails**". (<https://www.reuters.com/article/us-usa-falwell-emails-exclusive/exclusive-falwell-blasted-liberty-student-as-retarded-police-chief-as-half-wit-in-emails-idUSKCN1VX1QJ>) (the "September Article")]. In the September Article, Reuters stated that Falwell "has

been dogged by recent stories about his private dealings and his stewardship of Liberty”, including “his role in steering a \$1.2 million piece of university property to his personal fitness trainer. On August 27, Reuters reported how Falwell had helped his young personal trainer, Benjamin Crosswhite”. “Records reviewed by Reuters showed how Falwell approved a 2016 deal to sell Crosswhite a sprawling 18-acre fitness facility the university owned. The deal was financed by Liberty, and Crosswhite put no money down. Crosswhite declined to comment at the time, and the university spokesperson said that it was a good deal for Liberty.” Reuters misrepresented the “Records” it claimed to have reviewed and omitted material facts relating to the transaction, conveying the false and defamatory impression that the deal was corrupt and a sham between Falwell and his “young personal trainer” .

15. In addition to the publications on its digital platform, Reuters chose to target new audiences. Reuters tweeted the August Article multiple times to its 23,200,000 followers on Twitter:

<https://twitter.com/Reuters/status/1166436015248150530>

(“Exclusive: @Reuters has learned Jerry Falwell Jr. steered a Liberty University property deal that benefitted his personal fitness trainer. The findings follow recent public scrutiny over his business ties to a Miami pool attendant [hyperlink to Article]”);

<https://twitter.com/Reuters/status/1166468270310010881>

(“Jerry Falwell Jr. and his wife drew scrutiny after they backed a Miami pool attendant in business. Now, @Reuters has learned that Falwell also helped his personal trainer buy an 18-acre Virginia sports facility from the nonprofit university Falwell runs”);²

<https://twitter.com/AramRoston/status/1210054978112495619>

(“reposting this @Reuters story”).

² Reuters’ tweet included Instagram messages between Falwell and Plaintiff and a photograph of Plaintiff. The purpose of including these images was to endorse and convey the message to readers that the land deal was a personal favor from Falwell.

Reuters repeatedly republished the September Article to its 23,200,000 Twitter followers.

[<https://twitter.com/Reuters/status/1172243522247888907>;

<https://twitter.com/Reuters/status/1172223895736336384>;

<https://twitter.com/Reuters/status/1172148245176422400>;

<https://twitter.com/AramRoston/status/1172224988604260352>].

16. The gist of the August Article and September Article was that Plaintiff participated in a corrupt real estate deal with Falwell – a deal that could cost Liberty University its tax-exempt status.

17. Upon receipt and review of the August Article, Twitter users referred to Falwell as “Jerry FRAUDwell” and, prompted by the August Article, Twitter users made disparaging statements about Plaintiff such as “Poolboy got to get paid”, “Grifters gotta Grift”, “Why does he do these ‘acquaintences’ [sic] such huge financial favors while abusing his position with #LibertyUniversity? Hmmm”, “Liberty University now offers a dual major in Personal Fitness and Pool Attendance [sic]”, “first the pool boy, now the trainer...who’s next?”, “guess it is called @LibertyU and not Integrity U”, and “Definitely sounds like he wanted to do his personal trainer. A favor.”

18. The August Article was immediately understood by readers to convey a defamatory implication and meaning, *e.g.*:

<https://twitter.com/chrislhayes/status/1166451842701770753>

(“Aside from, um, the eyebrow raising aspects between the lines, this is just a SHOCKINGLY corrupt use of university funds”);

<https://twitter.com/studentactivism/status/1166439526933442560>

(“The twenty-something personal trainer that Jerry Falwell Jr set up with a \$2+ million land deal is a different young man than the twenty-something pool boy he lent \$1.8 million to for a youth hostel project, if you’re keeping score”);

<https://twitter.com/QueenieG2017/status/1166462197691600897>

(“Imagine that. A white evangelical leader being corrupt”);

<https://twitter.com/fakedansavage/status/1166451154126983168>

(“Once a philosopher, twice a pervert”);

<https://twitter.com/davidcicilline/status/1166523486413697026>³

(“This is incredibly corrupt. Especially for a ‘non-profit’ that is worth several billion dollars. We should probably talk about whether it’s time for Liberty University to lose its tax-exempt status”);

<https://www.lgbtqnation.com/2019/08/jerry-falwell-jr-helping-another-young-athletic-man-loads-cash-reason/>

(“Liberty University president Jerry Falwell Jr. has been caught helping push through another business deal that benefited a young, athletic man. This time, it’s his personal trainer who benefited and the university that gained little to nothing out of the deal.”);

<https://twitter.com/originalspin/status/1166580178543415296>

(“Falwell directed his university to transfer millions in real estate to the 23-year-old trainer who put him and his wife through their workouts, however you want to define that. Just another in the string of handsome, supple young men Falwell has mentored”);

https://twitter.com/steve_hanke/status/1166713695516471301

(“@JerryFalwellJr approved real estate transactions by his nonprofit Christian @LibertyU that helped his personal fitness trainer obtain valuable university property. We’ve seen this before: another man of the cloth with sticky fingers”);

<https://twitter.com/StephenFarris13/status/1166445671047675913>

(“This fake Christian used his influence to steer a large amount of money to his personal trainer and friend. Do you suppose there might be a kickback involved?”).

Readers of the September Article similarly concluded that the transaction was a sham:

<https://twitter.com/StephenGlahn/status/1172164212023537664>

(“Private gym and “pool boy” disclosures put #nonprofit status at risk”).

³ David Cicilline is a Congressman for Rhode Island’s 1st District. He is Chairman of the House Antitrust Subcommittee, Chair of the Congressional LGBTQ+ Equality Caucus, and Vice Chair of the Congressional Progressive Caucus. [<https://cicilline.house.gov/about-me/full-biography>]. Cicilline is well-known for his outspoken hatred of President Trump and the Republican Party.

19. The August Article and the September Article (the “Articles”) paint Plaintiff as an undeserving recipient of Falwell’s graft – another “young man” who, like Giancarlo Granda – the Falwell’s infamous “pool boy” – unjustly benefited from an intimate personal relationship with the Falwells.

20. The Article, *inter alia*, contains the following statements:

No.	Statement
1	“Around 2011, Falwell, president of Liberty University ... and his wife, Rebecca, began personal fitness training sessions with Benjamin Crosswhite, then a 23-year-old recent Liberty graduate. Now, after a series of university real estate transactions signed by Falwell, Crosswhite owns a sprawling 18-acre racquet sports and fitness facility on former Liberty property. Last year, a local bank approved a line of credit allowing Crosswhite’s business to borrow as much as \$2 million against the property.”
2	“Falwell, one of the most influential right-wing Christian leaders in the United States, has been buffeted by disclosures about his private dealings over the last year and a half.”
3	“As Liberty’s leader, Falwell draws an annual salary of nearly \$1 million, and is obligated to put the university’s financial interests before his own personal interests when conducting Liberty business. ‘The concern is whether the university’s president wanted to do his personal trainer a favor and used Liberty assets to do it,’ said Douglas Anderson, a governance specialist and former internal audit chief at Dow Chemical Co, who reviewed both the transaction and Liberty’s explanation of it at Reuters’ request. That would be bad governance, he said. ‘At a minimum, the terms suggest the buyer got a great deal and Liberty got very little.’”
4	“In 2016, Falwell signed the deal transferring the facility to Crosswhite. The contract says the price is \$1.2 million, but notes that the ‘Net Purchase Price’ is \$580,000, because Liberty ‘agrees to credit’ Crosswhite with rental payments for seasonal use of the site’s tennis courts through 2025. The courts are used by Liberty’s tennis team for practices and tournaments. Liberty ‘agrees to finance the purchase’ at a 3% interest rate, the contract says. To help Crosswhite in the transaction, Liberty was lending Falwell’s fitness trainer more than half a million dollars to buy its property. The university would receive no cash up front from the sale, the contract shows. Transactions on such favorable terms could raise concerns over stewardship of corporate assets, and potentially insufficient scrutiny by the board, said Anderson, the independent governance specialist.”

5	“The Falwells brought the trainer along on Liberty’s private jet during a 2012 trip to Miami. Later, Falwell sent an email directing Liberty to lease its gym space to Crosswhite’s fitness business ... Liberty said Falwell uses the university-chartered jet to fly every year to his annual physical in Miami. Crosswhite joined him in 2012 ... It was in Miami in 2012, as well, that Falwell met Granda, the pool attendant he would later finance in business. The financial ties between Falwell and Granda have been detailed by BuzzFeed ⁴ and others.”
6	“The support Falwell provided to the two young men, Granda and Crosswhite, has some parallels. Both were aided in business ventures and both have flown on the nonprofit university’s corporate jet. One difference: When Falwell helped Crosswhite, he used the assets of Liberty, the tax-exempt university he has led since 2008.”
7	“In an email sent earlier this month, Corry, citing a Reuters reporter’s ‘persistent’ attempts to reach former board members and the Falwells, reminded the former trustees they had signed confidentiality agreements. He told them they were required ‘forever’ to keep secret what they knew about the university.”
8	“Crosswhite’s acquisition of the sports facility appears to continue benefiting him. Last year, according to a Lynchburg Circuit Court filing, the trainer’s business obtained a \$2.05 million credit line from a local bank against its interest in the facility. Liberty said the credit line amount was linked to the property’s future value after Crosswhite builds a swimming pool there.”
9	“On April 23, 2018, the day after the \$2.05 million bank financing, Liberty University filed paperwork saying the \$576,000 note Crosswhite owed for the property had been paid in full.”

(each a “Statement”, and collectively, the “Statements”).

21. Viewed as a whole and in the broader context of the controversies surrounding Falwell in 2019 and 2020, the Articles and Statements falsely imply that Plaintiff received an unlawful or improper favor because, like the “pool boy”, he was a “young personal trainer” for the Falwells.

⁴ The BuzzFeed stories were written by Aram Roston while he was a “reporter” for BuzzFeed. [See <https://www.buzzfeednews.com/article/aramroston/jerry-falwell-jr-michael-cohen-pool-attendant-lawsuit>; <https://www.buzzfeednews.com/article/aramroston/donald-trump-met-pool-attendant-jerry-falwell-michael-cohen>; <https://www.buzzfeednews.com/article/aramroston/jerry-falwell-affidavit>].

22. Even if facially true, Reuters’ intentionally juxtaposed the Statements in the Articles to imply a defamatory meaning: that Falwell was a “sugar daddy to a former LU student [Plaintiff]”. [<https://www.democraticunderground.com/100213973392>] (“**It’s not just the pool boy. Falwell Jr. also was sugar daddy to a former LU student**” – published on August 27, 2020)]. In light of the circumstances prevailing at the time they were made, the Statements conveyed that defamatory implication to those who read the Statements.

23. As was naturally and foreseeably intended by Reuters, the August Article has been republished millions of times within the last year, *e.g.*:

<https://twitter.com/ldelevigne/status/1297949389605011457>⁵

(“Other great reporting on Falwell & Liberty U. by @AramRoston @jschney”);

<https://twitter.com/mcclure111/status/1298018093885730817>

(“If anyone tries to dismiss the Falwell scandal as scandalous sex stuff: The problem isn’t complicated kinky sex, the problem is embezzling your nonprofit to pay off your boytoy [hyperlink to article] and the President doing blackmail for political favors”);

<https://twitter.com/fordm/status/1297937938102222853>

(“After today’s Reuters report on Falwell, I have some questions about this one from last year [attaching a copy of the Article]”);

<https://twitter.com/stevesilberman/status/1298288561200881665>⁶

(“In fairness, Jesus himself had his disciples sign NDAs too, amirite?”);

⁵ Lawrence Delevigne is an employee of Reuters. He republished the Article in August 2020 in the ordinary course of promoting Reuters’ business and the Article.

⁶ On August 28, 2019, “award-winning science writer”, Steve Silberman, tweeted a photo of Plaintiff with the following statement: “This is Benjamin Crosswhite, the personal trainer of prominent homophobe Jerry Falwell Jr., who orchestrated a \$2M land deal for him. I’m sure they’ve spent many a fruitful hour discussing the perils of same-sex attraction and the importance of 8-pack abs”. Silberman linked to the Reuters Article. [<https://twitter.com/stevesilberman/status/1166751476900720640>; *see also* <https://twitter.com/stevesilberman/status/1166757738967207942>] (“I don’t blame Jerry for falling for his trainer. I blame him for being a liar and a hypocrite, spreading hate.”).

<https://twitter.com/cultofdusty1/status/1297941473091112960>

(“Now that we know Jerry Falwell pays men to sex his wife while he watches, remember when he sent a sexy pic of her to their personal trainer & accidentally mailed it to other ppl then later diverted University money to help that trainer buy his own gym?”);

<https://twitter.com/LittleItalyPic/status/1298064925554692097>

(“Looks like the Pool Boy was second in line to the Trainer. See a pattern? A hot, hunky, buff pattern [featuring a picture of Plaintiff]”);

<https://twitter.com/brianrayguitar/status/1297953568029253633>

(“Exclusive: CUCK Falwell steered Liberty University land deal benefiting his personal trainer | Article [AMP] | Reuters”);

<https://twitter.com/BettyBowers/status/1290330954721042432>

(“First, the pool boy. Now, this unzipped drunken debauchery. Are you starting to – finally – understand why ‘Christian’ scold, Jerry Falwell, Jr., has no problem supporting the adulterous liar Donald J. Trump?”).

<https://www.yelp.com/biz/crosswhite-athletic-club-lynchburg>

(“This dude got cucked by Jerry Falwell Jr for this gym [linking to the Reuters Article]”);

<https://www.lgbtqnation.com/2020/08/falwell-jr-gets-10m-payday-liberty-u-questions-swirl-relationship-another-man/>

(“Jerry Falwell Jr. will reportedly score over \$10 million for resigning as head of Liberty University. But as he exits, another questionable relationship [the underlined language is a hyperlink to the Reuters Article] Falwell and his wife Becki have with a separate young man is garnering further attention. While the couple pushed boatloads of cash to former poolboy-turned-paramour Giancarlo Granda through a sweetheart business deal involving a hostel in Miami, Falwell has been caught helping push through another business deal that benefited a different young, athletic man – their personal trainer.”);

<https://instinctmagazine.com/jerry-falwells-peculiar-deal-with-hot-trainer-now-has-people-looking-twice/>

(“In the wake of the current revelation about the Falwells, a scathing 2019 report about the silver-haired evangelist and Crosswhite, also written by Reuters, has been resurrected”);

<https://nypost.com/2020/08/26/inside-jerry-falwell-jr-s-life-of-luxury-before-sex-scandal/>

(“Falwell has faced scrutiny over his relationship with Crosswhite — with the then-chancellor personally approving real estate deals that benefited the Liberty alumnus, according to Reuters.”);

<https://www.virginiabusiness.com/article/liberty-university-finance-probe-issues-call-for-whistleblowers/>

(“Other media reports in recent years indicated that Falwell and family members may have used university real estate deals and other holdings for their own advantage or to assist friends. A 2019 story by Reuters reported that Falwell had approved real estate transactions by Liberty University, which as a 501(c)(3) nonprofit does not pay taxes, that helped his personal fitness trainer, Benjamin Crosswhite, purchase an 18-acre racquet sports and fitness facility from Liberty for \$1.2 million. To aid Crosswhite in the acquisition, Liberty provided Crosswhite with a \$550,000 loan at 3% and also agreed to lease back tennis courts for \$650,000.”);

<https://www.foxnews.com/us/jerry-falwell-liberty-university-billion-dollar-business-deals-investigation>

(“with Jerry Falwell Jr. and his wife, Becki, embroiled in a series of lurid sex and booze scandals that have already cost him his job, the Midas touch that turned a sleepy Bible college in Lynchburg into a cash cow is getting a second look. And a host of deals that lined the pockets of the Falwells and their friends may not stand up to scrutiny ... Perhaps one of the most egregious examples of Falwell bending the rules is a sweetheart business deal he brokered between Liberty and Benjamin Crosswhite, Falwell’s personal trainer. Falwell and his wife Becki began their private training sessions in 2011 with Crosswhite, then a 23-year-old recent Liberty graduate. Two years later on July 23, 2013, Liberty University began renting space to Crosswhite to use as a fitness training center.”).

24. Contrary to Reuters’ false implications and insinuations, Plaintiff paid fair market value to Liberty University for the property he purchased in 2016. The building was a huge financial drain on Liberty. Liberty sold the aged building (and its substantial roofing and other problems) to Plaintiff for its tax assessed value and Plaintiff’s commitment to maintain the property. Liberty financed the purchase at a market rate. Liberty was selling to a buyer they already knew and trusted, which is why Liberty paid the rent for nine years upfront. And, although Liberty paid upfront rent, the University had the right to use the tennis courts to the exclusion of Plaintiff’s paying customers. It was not a “sweet” deal for Plaintiff. It was a normal business transaction on slightly unfair terms to Plaintiff.

25. In the Articles, Reuters juxtaposed a series of facts so as to falsely imply a defamatory connection between them, including a connection and/or similarity between the Falwells' notorious dealings with Granda and Plaintiff. Reuters also created a defamatory implication by omitting material facts. Overall, Reuters defamed Plaintiff by a careful choice of words in a juxtaposition of statements that Reuters expressly intended and endorsed. The materiality of Reuters' false and defamatory statements did not go unnoticed by experts. [See <https://wset.com/news/local/falwells-trainer-lawyers-defend-business-deal-to-purchase-lu-million-dollar-building> ("But without all this background information, real estate lawyer of over 40 years, Grimes Creasy, says, he too might have questioned the deal like so many others.")].

COUNT I – DEFAMATION

26. Plaintiff restates paragraphs 1 through 25 of this Complaint, and incorporates them herein by reference.

27. Reuters and its agents made and published to third-parties, including, but not limited to, advertisers, subscribers, readers, viewers and followers of Reuters, and to print media, mainstream media and social media, numerous factual statements of and concerning Plaintiff that conveyed a defamatory meaning by implication. These statements are detailed verbatim above. Reuters' false and defamatory statements were published and republished within the past year without privilege, justification or legal excuse of any kind. The false and defamatory statements were not published in good faith or through misinformation or mistake. Reuters published the words intentionally to harm Plaintiff's business and reputation.

28. By publishing the Articles and other statements on the Internet and via social media, Reuters knew or should have known that its false and defamatory statements about Plaintiff would be republished over and over and over by third-parties millions of times to Plaintiff's detriment and injury. By tweeting the Articles and by encouraging others to retweet and post the Articles to Twitter, Reuter created an unreasonable risk that the defamatory matter in the Article would be communicated by third-parties. Republication in 2020 and 2021 was the natural, foreseeable, reasonably expected and probable consequence of Reuters' actions and was actually and/or presumptively authorized by Reuters. Reuters is liable for the republications of the false and defamatory statements by third-parties. *Weaver v. Beneficial Finance Co.*, 199 Va. 196, 199-200, 98 S.E.2d 687 (1957) ("where the words declared on are slanderous per se their repetition by others is the natural and probable result of the original slander."); *Moore v. Allied Chemical Corp.*, 480 F.Supp. 364, 376 (E.D. Va. 1979) (same); *see also WJLA-TV v. Levin*, 264 Va. 140, 153, 564 S.E.2d 383 (2002) ("each publication of a defamatory statement is a separate tort and, indeed, generally subsequent republications of such a statement are separate torts");

29. The gist of Reuters' Statements is materially false. In truth, there was nothing scandalous about the relationship between Plaintiff and his clients, the Falwells. Plaintiff was their personal trainer. The services performed by Plaintiff always professional and beyond reproach. The sale of the property to Plaintiff in 2016 was entirely fair and above board. The Articles and Statements would have had (and indeed did have) a different effect on the minds of readers from that which the truth would have produced.

30. Reuters' false statements constitute defamation by implication. The defamatory implication rendered Plaintiff odious in the eyes of the community, deterred people from doing business with Plaintiff, and imputed to Plaintiff an unfitness to perform the duties of an office or employment for profit, or the want of integrity in the discharge of the duties of such office or employment. Reuters' false statements also prejudice Plaintiff in his profession and business as a personal trainer.

31. Reuters' false statements caused Plaintiff to suffer and incur both presumed and actual damages, including insult, pain, embarrassment, humiliation, and mental suffering, harm to name and reputation, injury to reputation, loss of business and income, out-of-pocket loss and other actual damages. As the universal condemnation on Twitter demonstrates, Reuters held Plaintiff up to scorn, ridicule and public humiliation. Reuters' attack on Plaintiff's character deeply injured Plaintiff. Ben lives in fear not knowing how much Reuters' falsehoods have affected him. He fears what his friends, clients, and people in the community will think when they google his name and see the Articles, and the impact this will have on his ability to do business in the future.

32. Reuters directed false and defamatory statements at Plaintiff as a private individual with the specific intent to harm Plaintiff's reputation. Reuters acted negligently. It lacked reasonable grounds for any belief in the truth of its statements.

33. Reuters made the false statements with actual or constructive knowledge that they were false or with reckless disregard for whether they were false. Reuters acted with actual malice and reckless disregard for the truth for the following reasons:

a. Reuters pursued a preconceived story line – that the transaction between Liberty University and Plaintiff was the product of corruption. Reuters knew

from its review of the transaction that the implication was false, as was Reuters' insinuation that Plaintiff was another Falwell "pool boy". Reuters intentionally omitted material facts because Reuters knew that those facts would destroy its preconceived "pool boy" thesis about Plaintiff.

b. Reuters deliberately or recklessly conveyed a false implication in order to create scandal and sensationalize the story. *Tomblin v. WCHS-TV8*, 2011 WL 1789770, at * 5 (4th Cir. 2011) (unpublished).

c. Reuters manufactured the false implication out of whole cloth. Reuters published the Article out of a desire to hurt Plaintiff and Falwell. In the Article and on social media, Reuters exhibited an extreme bias, ill-will and a desire to hurt Plaintiff and Falwell through the publication of scandalous statements, including the implication that Plaintiff was – like the "pool boy" Granda – involved in a relationship with the Falwells. Reuters acted in bad faith upon a total absence of evidence. It could not have had an honest belief in the truth of its implications and insinuations about Plaintiff.

d. In spite of its actual knowledge of the unequivocal truth about the Liberty transaction [see, e.g. <https://www.liberty.edu/media/1617/2019/september/LU-RESPONSE.pdf>], and in spite of Plaintiff's demand for a retraction of the Article in October 2020, Reuters persists with the defamation out of a desire to hurt Plaintiff through the continued publication of known falsehoods.

e. Reuters and its agents repeated, reiterated and excessively republished the Article after its original publication out of a desire to injure Plaintiff and to spread the poison in the pool.

34. As a direct result of Reuters' defamation, Plaintiff suffered presumed damages and actual damages, including, but not limited to, insult, pain and suffering, emotional distress and trauma, anguish, stress and anxiety, public ridicule, humiliation, embarrassment, indignity, damage and injury to personal and professional reputations, loss of enjoyment of life, loss of business and income, diminished future earning capacity, out-of-pocket expenses and costs, in the sum of \$9,000,000.00 or such greater amount as is determined by the Jury.

Plaintiff alleges the foregoing based upon personal knowledge, public statements of others, and records in his possession. Plaintiff believes that substantial additional evidentiary support, which is in the exclusive possession of Reuters and its agents and other third-parties, will exist for the allegations and claims set forth above after a reasonable opportunity for discovery.

Plaintiff reserves his right to amend this Complaint upon discovery of additional instances of Reuters' wrongdoing.

CONCLUSION AND REQUEST FOR RELIEF

WHEREFORE, Plaintiff, Benjamin Crosswhite, respectfully requests the Court to enter Judgment against Reuters as follows:

A. Compensatory damages in the amount of \$9,000,000.00 or such greater amount as is determined by the Jury;

B. Punitive damages in the amount of \$350,000.00 or the maximum amount allowed by law;

- C. Prejudgment interest from August 27, 2019 until the date Judgment is entered at the maximum rate allowed by law;
- D. Postjudgment interest at the maximum rate allowed by law;
- E. Costs and such other relief as is just and proper.

TRIAL BY JURY IS DEMANDED

DATED: March 25, 2021

BENJAMIN CROSSWHITE

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